

April 11, 2024

VIA U.S. MAIL

Mr. Steve Kahl
Executive Secretary Director
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

**RE: SCS Carbon Transport LLC
Midwest Carbon Express Project
Case No. PU-22-391**

Dear Mr. Kahl:

Enclosed herewith, please find the following documents for filing with the North Dakota Public Service Commission ("Commission") in the above-referenced case:

1. Response of SCS Carbon Transport LLC to the Interrogatories (Set 2) from Intervenors Represented by Knoll Leibel LLP and Jorde/Domina Law Group;
2. Response of SCS Carbon Transport LLC to the Interrogatories, Request for Admissions, and Request for Production (Set 3) from Intervenors Represented by Knoll Leibel LLP and Jorde/Domina Law Group; and
3. Certificate of Service.

An original and seven (7) copies of the foregoing are enclosed herewith. This letter and the above-described documents have been electronically filed with the Commission by e-mailing copies of the same to ndpsc@nd.gov.

Should you have any questions, please advise.

Sincerely,

/s/ Lawrence Bender

LAWRENCE BENDER

LB/tjg
Enclosures
#82172653v1

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF NORTH DAKOTA**

IN THE MATTER OF THE APPLICATION
OF SCS CARBON TRANSPORT LLC FOR
A CERTIFICATE OF CORRIDOR
COMPATIBILITY AND ROUTE PERMIT
FOR THE MIDWEST CARBON EXPRESS
PROJECT IN BURLEIGH, CASS, DICKEY,
EMMONS, LOGAN, MCINTOSH,
MORTON, OLIVER, RICHLAND AND
SARGENT COUNTIES, NORTH DAKOTA

CASE NO. PU-22-391

OAH FILE NO. 20230002

**Response of SCS Carbon Transport LLC to the Interrogatories (Set 2) from Intervenors
Represented by Knoll Leibel LLP and Jorde/Domina Law Group**

SCS Carbon Transport LLC (“Summit”), by and through its attorneys of record, responds to the Interrogatories submitted by Intervenors represented by Knoll Leibel LLP and Jorde/Domina Law Group (“Intervenors”) on March 28, 2024 in the above-captioned proceeding (each a “Discovery Request” and collectively, the “Discovery Requests”). *See* Docket No. PU-22-391. Summit’s response is made without waiving or intending to waive any objection as to relevance, privilege, or admissibility of any information provided in response to the Discovery Requests in any subsequent proceeding of this or any other action on any ground. A partial answer to any Discovery Request that has been objected to, in whole or in part, is not intended to be a waiver of the objection. By responding to the Discovery Requests, Summit is not admitting that any aspect of the Discover Requests is factually accurate or relevant to this proceeding.

GLOBAL OBJECTIONS

The following Global Objections apply to each of the Discovery Requests—even if not separately restated below in response to a particular Discovery Request.

Summit objects to all Discovery Requests to the extent they seek the discovery of documents and/or information which is privileged for the reasons that they (a) are subject to the

attorney-client privilege; (b) are covered by the “work product” doctrine; and/or (c) were prepared in anticipation of litigation or for trial by or for Summit or its representatives, including its employees, consultants, or agents.

Summit objects to all Discovery Requests to the extent they are beyond the scope of discovery allowed pursuant to Rules 26, 33, 34, and 36 of the North Dakota Rules of Civil Procedure.

Summit objects to all Discovery Requests to the extent they seek identification or production of “all documents” of a particular description. It is impossible to guarantee that all such documents have been identified or located. Summit states, however, that in response to these requests, it has made a diligent search of records kept in the ordinary course of business in those locations likely to contain relevant information.

Summit objects to Intervenor’s definitions and instructions to the extent such definitions and instructions exceed or are inconsistent with the requirements imposed upon Summit under the North Dakota Rules of Civil Procedure, Chapter 28-32 of the North Dakota Century Code, or Section 69-02-05-12 of the North Dakota Administrative Code.

Summit objects to the Discovery Requests because they are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Summit objects inasmuch as the Discovery Requests seek information relating to anything other than Summit’s pipeline facilities in North Dakota. Only Summit’s North Dakota pipeline facilities are covered by its permit application in this proceeding.

Summit objects inasmuch as the Discovery Requests seek information that contains proprietary or confidential business information or is subject to trade-secret protections or that

contains information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

Summit objects to all Discovery Requests that seek, and disclaims any obligation to identify or furnish, documents or information that Intervenor actually or constructively possesses or to which Intervenor has access through alternative means.

Summit objects inasmuch as the Discovery Requests seek information from third parties and information that is not within Summit's possession, custody, control, or personal knowledge of Summit.

Summit objects and responds to the Discovery Requests based upon information and documents available as of the date hereof and reserves the right to supplement and amend the responses.

Subject to the foregoing objections and conditions, and subject to the specific additional objections made with respect to each request, Summit responds to Intervenor's Discovery Requests as follows:

RESPONSE TO INTERROGATORIES

INTERROGATORY NO. 1:

Please identify all measures taken to address the concerns of Intervenors Roze Dotzenrod and Benjamin Dotzenrod, who both testified at the April 11, 2023 hearing. By "identify," Intervenors are asking that SCS Carbon Transport, LLC (hereinafter, "Summit") identify all studies, reports, analysis, reroutes (both proposed and agreed), negotiations, discussions, or other

measures initiated or considered by Summit with respect to Rose Dotzenrod's property as reflected on Ex. A.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed. Summit has routed the pipeline entirely off all properties owned by either Rose or Ben Dotzenrod.

INTERROGATORY NO. 2:

Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the adjacent real property located in the NE1/4 of Section 26 in Township 135, Range 51 West, Richland County, North Dakota in which Rose Dotzenrod's entered into an easement agreement with the owners Verne Ulven and Rebecca Ulven for the purpose of placing, constructing, operating, repairing, maintain, and replacing title lines and outlet pipes for the benefit of Rose's property? See attached Exhibit B – Easement Agreement.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit

states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed. After relocating the pipeline off the Dotzenrod property, Summit executed an easement agreement with Ulven Family Farm in August of 2023.

INTERROGATORY NO. 3:

Please identify all measures taken to address the concerns of Intervenor Randall Waloch, who testified at the March 28, 2023 hearing. By “identify,” Intervenor are asking that SCS Carbon Transport, LLC (hereinafter, “Summit”) identify all studies, reports, analysis, reroutes (both proposed and agreed), negotiations, discussions, or other measures initiated or considered by Summit with respect to Karla Waloch and Randall Waloch’s property as reflected on Ex. A.

RESPONSE: Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed. These landowners have generally been unwilling to meet with Summit representatives to discuss the project and proposed easement since retaining counsel. See also response to Interrogatory No. 4, below.

INTERROGATORY NO. 4:

Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the real property owned by Randall Waloch and Karla Waloch as reflected on Ex. A.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed. Summit holds executed easements into and out of all of the Waloch properties. A reroute to avoid all of the Waloch properties would involve introducing two new landowners to the project, pursuing amendment of four previously signed easements, and would move the pipeline out of the current siting corridor for over two miles.

INTERROGATORY NO. 5:

Please identify all measures taken to address the concerns of Intervenor Lugert Land Limited Partnership (Marvin Lugert and Jeanne Lugert), as stated by Marvin Lugert, who testified at the April 11, 2023 hearing. By “identify,” Intervenor is asking that SCS Carbon Transport, LLC (hereinafter, “Summit”) identify all studies, reports, analysis, reroutes (both proposed and

agreed), negotiations, discussions, or other measures initiated or considered by Summit with respect to Lugert Land Limited Partnership property as reflected on Ex. A.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed. These landowners have generally been unwilling to meet with Summit representatives to discuss the project and proposed easement since retaining counsel. See also response to Interrogatory No. 6, below.

INTERROGATORY NO. 6:

Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the real property owned by Lugert Land Limited Partnership as reflected on Ex. A.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the

pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed. Summit has executed easements either into or out of all of the Lugert Land Limited Partnership properties. A reroute to avoid all the Lugert Land Limited Partnership properties would involve introducing six new landowners to the project, amending three landowners who have previously signed easements, and would move the pipe out of the current siting corridor for over 1.6 miles.

INTERROGATORY NO. 7:

Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot reroute its pipeline around the real property owned by Carol Lee Curruth as reflected on Ex. A.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed. Summit has routed the pipeline entirely off all properties owned by Carollee Carruth.

INTERROGATORY NO. 8:

Please identify in full and complete detail all reasons, excuses, and justifications why Summit cannot to [sic] reroute its pipeline around the real property owned by Kertzman Farm Trust (Mitch Kertzman and Julia Stramer) as reflected on Ex. A.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent it implies Summit is under any obligation to re-route its proposed pipeline on or around any specific piece of property. Subject to and notwithstanding the objections, Summit states that pipelines are linear infrastructure which, by definition, must be located somewhere; routing a pipeline off of a particular piece of property simply results in the pipeline being routed onto another piece of property. Pipelines are located in a manner that minimizes overall impacts, not every possible impact on each specific piece of property crossed.

Summit received a letter from Ms. Stramer on March 18, 2024 asking that it route the pipeline off of the Kertzman Farm Trust property and the adjacent property owned by The Dwight Edwin Kertzman and Wanda Lee Kertzman Revocable Living Trust. Summit has secured easements both entering and exiting these properties and worked with the adjacent landowners on routes that were suitable for them to get those agreements executed. A reroute to avoid both properties referenced by Ms. Stramer would involve introducing three new landowners to the project and amending easements on three landowners who have signed easements. Summit is exploring such options but has not been successful in obtaining the additional easements and amendments which would be required.

Dated this 11th day of April, 2024.

FREDRIKSON & BYRON, P.A.

By: /s/ Lawrence Bender
LAWRENCE BENDER, ND Bar #03908
304 East Front Avenue, Suite 400
Bismarck, ND 58504
(701) 221-8700
lbender@fredlaw.com

Attorneys for SCS Carbon Transport LLC

#82171028v1

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF NORTH DAKOTA**

IN THE MATTER OF THE APPLICATION
OF SCS CARBON TRANSPORT LLC FOR
A CERTIFICATE OF CORRIDOR
COMPATIBILITY AND ROUTE PERMIT
FOR THE MIDWEST CARBON EXPRESS
PROJECT IN BURLEIGH, CASS, DICKEY,
EMMONS, LOGAN, MCINTOSH,
MORTON, OLIVER, RICHLAND AND
SARGENT COUNTIES, NORTH DAKOTA

CASE NO. PU-22-391

OAH FILE NO. 20230002

**Response of SCS Carbon Transport LLC to the Interrogatories, Request for Admissions,
and Request for Production (Set 3) from Intervenors Represented by Knoll Leibel LLP and
Jorde/Domina Law Group**

SCS Carbon Transport LLC (“Summit”), by and through its attorneys of record, responds to the Interrogatories, Request for Admissions, and Request for Production submitted by Intervenors represented by Knoll Leibel LLP and Jorde/Domina Law Group (“Intervenors”) on March 28, 2024 in the above-captioned proceeding (each a “Discovery Request” and collectively, the “Discovery Requests”). *See* Docket No. PU-22-391. Summit’s response is made without waiving or intending to waive any objection as to relevance, privilege, or admissibility of any information provided in response to the Discovery Requests in any subsequent proceeding of this or any other action on any ground. A partial answer to any Discovery Request that has been objected to, in whole or in part, is not intended to be a waiver of the objection. By responding to the Discovery Requests, Summit is not admitting that any aspect of the Discover Requests is factually accurate or relevant to this proceeding.

GLOBAL OBJECTIONS

The following Global Objections apply to each of the Discovery Requests—even if not separately restated below in response to a particular Discovery Request.

Summit objects to all Discovery Requests to the extent they seek the discovery of documents which are privileged for the reasons that they (a) are subject to the attorney-client privilege; (b) are covered by the “work product” doctrine; and/or (c) were prepared in anticipation of litigation or for trial by or for Summit or its representatives, including its employees, consultants, or agents.

Summit objects to all Discovery Requests to the extent they are beyond the scope of discovery allowed pursuant to Rules 26, 33, 34, and 36 of the North Dakota Rules of Civil Procedure.

Summit objects to all Discovery Requests to the extent they seek identification or production of “all documents” of a particular description. It is impossible to guarantee that all such documents have been identified or located. Summit states, however, that in response to these requests, it has made a diligent search of records kept in the ordinary course of business in those locations likely to contain relevant information.

Summit objects to Intervenor’s definitions and instructions to the extent such definitions and instructions exceed or are inconsistent with the requirements imposed upon Summit under the North Dakota Rules of Civil Procedure, Chapter 28-32 of the North Dakota Century Code, or Section 69-02-05-12 of the North Dakota Administrative Code.

Summit objects to the Discovery Requests because they are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Summit objects inasmuch as the Discovery Requests seek information relating to anything other than Summit’s pipeline facilities in North Dakota. Only Summit’s North Dakota pipeline facilities are covered by its permit application in this proceeding.

Summit objects inasmuch as the Discovery Requests seek information that contains proprietary or confidential business information or is subject to trade-secret protections or that contains information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

Summit objects to all Discovery Requests that seek, and disclaims any obligation to identify or furnish, documents or information that Intervenor actually or constructively possesses or to which Intervenor has access through alternative means.

Summit objects inasmuch as the Discovery Requests seek information from third parties and information that is not within Summit's possession, custody, control, or personal knowledge of Summit.

Summit objects and responds to the Discovery Requests based upon information and documents available as of the date hereof and reserves the right to supplement and amend the responses.

Subject to the foregoing objections and conditions, and subject to the specific additional objections made with respect to each request, Summit responds to Intervenor's Discovery Requests as follows:

RESPONSE TO INTERROGATORIES

INTERROGATORY NO. 1:

Identify the Low Carbon Fuel Standard (LCFS) markets currently open to ethanol from North Dakota. For each market, identify the premium for which participating plants will be eligible when carbon dioxide is sequestered.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that low carbon fuel standards or policies have been established in California, Oregon, Washington, New Mexico, and Canada, under which credits can be generated and monetized by ethanol producers, including North Dakota ethanol producers, that produce low carbon ethanol. The premiums available in each of these markets vary based on the supply and demand for credits.

INTERROGATORY NO. 2:

For your answer to the immediately preceding Interrogatory, explain how any hypothetical ethanol produced in North Dakota and potentially suitable for sale in any LCFS market identified will physically get to such market location and specify the costs of such transportation and delivery.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that ethanol produced in North Dakota is typically transported by rail or truck to customers and end market destinations, including states and jurisdictions that have low carbon fuel standards in place. The costs of transportation and delivery are typically negotiated and determined by ethanol producers, ethanol marketing companies, and logistics providers. Summit is not involved in ethanol transportation logistics.

INTERROGATORY NO. 3:

What was the Carbon Intensity Score as of the date of your Application filing with the PSC (October 17, 2022) for each North Dakota CO2 emitter presently under binding contract with you or any affiliate to contribute CO2 to your proposed hazardous pipeline. (This response here does not need to include facilities with whom you may have letters of intent which are non-binding).

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that to Summit's knowledge, no North Dakota ethanol producers under binding contract with Summit or any affiliate had a certified carbon intensity score as of October 17, 2022.

INTERROGATORY NO. 4:

What do you project the CI Score(s) will be for the above identified CO2 emitters in North Dakota after your proposed pipeline would become operational, if it ever does.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that to Summit's knowledge, no North Dakota ethanol producers under binding contract with Summit or any affiliate currently have a certified carbon intensity score. According to the Argonne National Laboratory GREET model, the CI score for an average US ethanol plant is 54, and Summit expects the CI reduction from carbon capture and storage to be approximately 31 points.

INTERROGATORY NO. 5:

What is the total amount of North Dakota's current annual CO2 emissions.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that it is not in possession of this information but notes that such information or similar information may be available on the EPA Facility Level Information on Greenhouse Gases Tool:

https://ghgdata.epa.gov/ghgp/main.do?site_preference=normal.

INTERROGATORY NO. 6:

If your proposed hazardous pipeline was approved in North Dakota what do you project North Dakota's total annual CO2 emissions would be after your hazardous pipeline began operations in North Dakota, assuming only the Tharaldson Ethanol Plant is participating in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that it does not have this information, but expects to transport approximately 485,000 metric tons of CO2 per year from Tharaldson Ethanol.

INTERROGATORY NO. 7:

For your proposed North Dakota hazardous pipeline route, Identify specific locations where personnel trained in maintenance and emergency response procures will be located. Will those personnel be at those locations around-the clock every day?

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that it will have personnel permanently stationed at the capture and sequestration facilities. In addition, operations and technical staff will be located at various points along the pipeline with specific geographic areas of responsibility. All Summit personnel located at facilities and along the pipeline will be trained in Emergency Response procedures. Summit will also maintain a rotation of operations personnel that are on call 24-hours per day with the ability to respond to an emergency at any point along the pipeline. Although located remotely, Summit's control center staff will be trained in emergency response procedures and will coordinate with on-site personnel as needed during a response.

INTERROGATORY NO. 8:

Identify all existing structures by county, parcel identification number, and type (such as house, barn, school, etc.) located 100 feet or less from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 9:

Identify all existing structures by county, parcel identification number, and type located between 101 to 250 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 10:

Identify all existing structures by county, parcel identification number, and type located between 251 to 500 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 11:

Identify all existing structures by county, parcel identification number, and type located between 501 to 750 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of

a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 12:

Identify all existing structures by county, parcel identification number, and type located between 751 to 1,000 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 13:

Identify all existing structures by county, parcel identification number, and type located between 1,001 to 1,500 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 14:

Identify all existing structures by county, parcel identification number, and type located between 1,501 to 2,000 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information

sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 15:

Identify all existing structures by county, parcel identification number, and type located between 2,001 to 2,500 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited

rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 16:

Identify all existing structures by county, parcel identification number, and type located between 2,501 to 3,000 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenor has access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain

all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 17:

Identify all existing structures by county, parcel identification number, and type located between 3,001 to 3,500 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that “areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas,” and that said avoidance area “may be waived by the owner of the inhabited rural residence in writing.” Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas “within five hundred feet [152.4 meters] of a residence, school, or place of business,” are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 18:

Identify all existing structures by county, parcel identification number, and type located between 3,501 to 4,000 feet from your proposed hazardous pipeline route in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenor's have access to the information sought (*see* Mapbook provided at Docket No. 435) and because the Discovery Requests are unduly burdensome and disproportionate to the needs of this proceeding because they seek irrelevant information.

Without waiving the foregoing objections, Summit states that § 49-22.1-03 of the North Dakota Century Code provides that "areas within five hundred feet [152.4 meters] of an inhabited rural residence must be designated avoidance areas," and that said avoidance area "may be waived by the owner of the inhabited rural residence in writing." Furthermore, § 69-06-08-02(2)(e) of the North Dakota Administrative Code provides that areas "within five hundred feet [152.4 meters] of a residence, school, or place of business," are also designated as avoidance areas which may be waived by the owner of such residence, school or place of business. Summit has, or will, obtain all waivers as required by N.D.C.C. § 49-22.1-03 and N.D.A.C. § 69-06-08-02(2)(e) prior to commencement of construction.

INTERROGATORY NO. 19:

Has Summit conducted any research to determine if appropriate geological formations for carbon sequestration exist in South Dakota, Minnesota, Iowa, Illinois, or Wyoming. If so, describe the research. If not, why not?

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects that this request seeks information which is irrelevant to the present permitting proceeding. Subject to and notwithstanding the objections, yes, Summit conducted a literature review of

technical papers and concluded that there are formations that display characteristics indicating suitability for geologic storage in the Illinois basin, Denver Basin, Powder River, and Williston Basin.

INTERROGATORY NO. 20:

Has Summit considered transporting carbon dioxide from ethanol plants to South Dakota, Minnesota, Iowa, Illinois, or Wyoming for sequestration? If so, why did Summit choose not to pursue that option. If not, why not?

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects that this request seeks information which is irrelevant to the present permitting proceeding. Subject to and notwithstanding the objections, yes, Summit considered transporting CO₂ to suitable geologic storage basins in Illinois and Wyoming. Summit chose to transport to and sequester in North Dakota for a variety of reasons, including, but not limited to, the distance to North Dakota is shorter and the regulatory and legal frameworks for permitting and developing sequestration in North Dakota are more defined and therefore provide more certainty.

INTERROGATORY NO. 21:

Provide the details of any tax equity financing Summit has used to secure funds for the construction of the proposed pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Without waiving the foregoing objections, Summit states that it has not secured or used any tax equity financing for the construction of the proposed pipeline.

INTERROGATORY NO. 22:

Provide any workpapers showing the economic impact on Summit's revenue sources and business model after the conclusion of twelve years of 45Q eligibility.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects that the request is overbroad and unduly burdensome and seeks information which is not relevant to this proceeding. Summit further objects to this request because it seeks information and/or documents which are highly confidential and constitute sensitive business information and/or trade secrets of Summit. Subject to and notwithstanding the objections, Summit states that it expects low carbon fuel markets and carbon credit markets to exist for the foreseeable future, regardless of whether 45Q tax credits are available, and therefore expects there to be ongoing demand for CO2 transportation services to geologic sequestration sites.

INTERROGATORY NO. 23:

Explain how Summit and the Tharaldson ethanol plant will be eligible for and will share any applicable tax credits, including but not limited to 45Q, 45Z, and 40B.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations. Subject to and notwithstanding the objections, Summit states that 45Q tax credits are eligible for parties sequestering carbon dioxide, which is an activity Summit and Tharaldson are expected to take part

in. 45Z tax credits are available to producers of low carbon transportation fuels, which Tharaldson is expected to be eligible for, in part, based on the sequestration of CO2 emissions from its facility. Summit does not expect to generate and does not expect Tharaldson to generate 40B tax credits from CO2 sequestration activities.

INTERROGATORY NO. 24:

Describe your revenue sharing model between you and the Tharaldson ethanol plant.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations. Summit further objects to this request because it seeks information and/or documents which are not relevant to any issue before the Commission in this proceeding.

INTERROGATORY NO. 25:

For any Request for Admission that you denied or conditionally denied, provide the factual information you rely upon for such denial or conditional denial.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, please see explanations included in response to Requests for Admissions.

RESPONSE REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

Produce the GIS shapefiles with all metadata for your currently proposed North Dakota hazardous pipeline route.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above.

Summit objects to this Discovery Request because it is an attempt by Intervenor to gain access to Summit's confidential information and to circumvent the procedures set forth in Chapter 69-02-09 of the North Dakota Administrative Code pertaining to the protection of information from public disclosure. On February 8, 2023, Summit filed an application to protect its GIS data ("Application to Protect Information"). *See* Docket No. 40. On February 21, 2023, staff for the North Dakota Public Service Commission ("Commission") responded to Summit's Application to Protect Information. *See* Docket No. 50. Commission staff recommended that Summit's GIS data be protected and that the Commission waive the requirement for Summit to produce a redacted public version of the protected information. *Id.* On February 28, 2023, the Administrative Law Judge ("ALJ") issued an order granting Summit's Application to Protect Information. *See* Docket No. 59. Specifically, the ALJ ordered that Summit's GIS data is protected from public disclosure and "shall be available only to the undersigned [ALJ], the [Commission], [Commission] legal counsel, and [Commission] siting analysts." *See* Docket No. 59. Furthermore, the ALJ waived the requirement for Summit to provide a redacted public version of its GIS data. *Id.* Accordingly, Intervenor's attempt to gain access to such information through its Discovery Request is not appropriate.

REQUEST NO. 2:

Produce a copy of any draft and any executed agreements, not limited to but including, Offtake Agreements or similar, with the Tharaldson Ethanol Plant and any other CO2 emitter located in North Dakota.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

REQUEST NO. 3:

Produce a true and accurate copy of any contract, agreement, understanding, letter of intent, or memorandum of understanding, or document of any kind presently in existence between you or any affiliated entity or person that in any way relate to the capture, sequestration, containment, or transportation of carbon dioxide emitted by or from any Ethanol plant or any other kind of carbon producing facility located in North Dakota, this should include but not be limited to “offtake” agreements. Note this also includes any such agreements, contracts, or understandings between you and any of your sister or affiliated entities.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

REQUEST NO. 4:

Produce a true and accurate copy of any contract, agreement, understanding, letter of intent, or memorandum of understanding, or document of any kind presently in existence between you or any affiliated entity or person that in any way relate to the capture, sequestration, containment, or transportation of carbon dioxide emitted by or from any Ethanol plant or any other kind of carbon producing facility located in South Dakota, this should include but not be limited to “offtake” agreements. Note this also includes any such agreements, contracts, or understandings between you and any of your sister or affiliated entities.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

REQUEST NO. 5:

Produce a true and accurate copy of any contract, agreement, understanding, letter of intent, or memorandum of understanding, or document of any kind presently in existence between you or any affiliated entity or person that in any way relate to the capture, sequestration, containment, or transportation of carbon dioxide emitted by or from any Ethanol plant or any other kind of carbon producing facility located in Minnesota, this should include but not be limited to “offtake” agreements. Note this also includes any such agreements, contracts, or understandings between you and any of your sister or affiliated entities.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

REQUEST NO. 6:

Produce a true and accurate copy of any contract, agreement, understanding, letter of intent, or memorandum of understanding, or document of any kind presently in existence between you or any affiliated entity or person that in any way relate to the capture, sequestration, containment, or transportation of carbon dioxide emitted by or from any Ethanol plant or any other kind of carbon producing facility located in Nebraska, this should include but not be limited to “offtake” agreements. Note this also includes any such agreements, contracts, or understandings between you and any of your sister or affiliated entities.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

REQUEST NO. 7:

Produce a true and accurate copy of any contract, agreement, understanding, letter of intent, or memorandum of understanding, or document of any kind presently in existence between you or any affiliated entity or person that in any way relate to the capture, sequestration, containment, or transportation of carbon dioxide emitted by or from any Ethanol plant or any other kind of carbon producing facility located in Iowa, this should include but not be limited to “offtake” agreements. Note this also includes any such agreements, contracts, or understandings between you and any of your sister or affiliated entities.

RESPONSE:

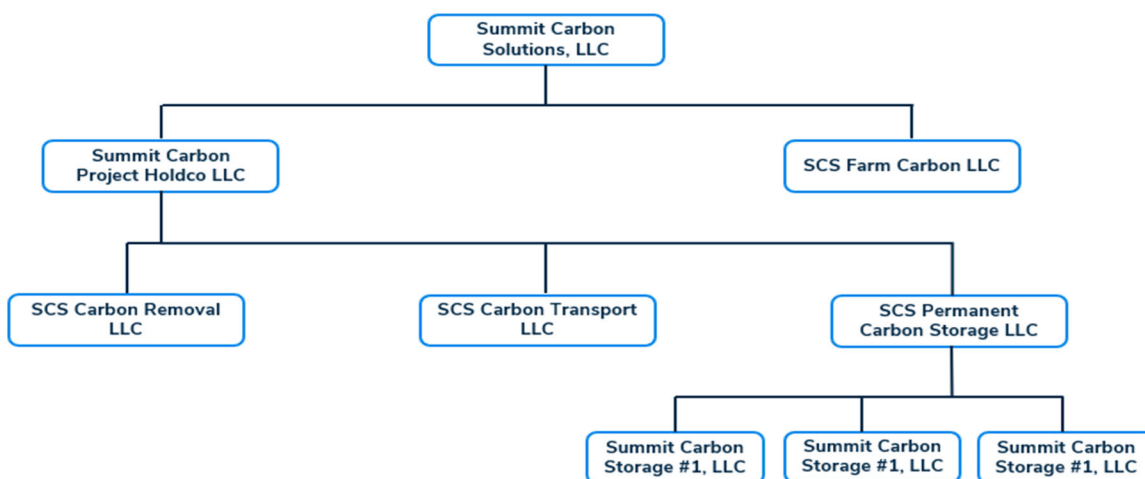
Summit incorporates by reference its Global Objections set forth above. Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request because it seeks information and documents that contain proprietary or confidential business information or are subject to trade-secret protections or that contain information for which Summit owes a third party an obligation of confidentiality or privacy, whether contractual or under any federal or state laws or regulations.

REQUEST NO. 8:

Produce a corporate tree or organizational chart for you and all affiliated companies or corporations.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, a corporate organizational chart is depicted below:



REQUEST NO. 9:

Produce a true and accurate copy of any document of any kind that specifically describes the details of your business plan.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request as overbroad, unduly burdensome, and irrelevant to the issues before the Commission. Subject to and notwithstanding the objections, Summit states that it is in the business of developing a carbon dioxide pipeline network to connect industrial companies, primarily ethanol producers, to facilitate efficient transportation of such companies' carbon dioxide emissions. Summit has contractual relationships with such companies through which Summit receives economic benefits.

REQUEST NO. 10:

Produce a true and accurate copy of any prospectus, private placement memorandum, proformas or similar that in any way describe your business model or business plan.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request as overbroad and unduly burdensome. Summit further objects that this information constitutes confidential and/or commercially sensitive information of Summit which is irrelevant to the issues before the Commission.

REQUEST NO. 11:

Produce all documents and data that you believe prove or tend to prove that you will permanently store and sequester all carbon oxide transported on your pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request for “all documents and data” as overly broad, unduly burdensome, and disproportionate to the needs of this proceeding.

REQUEST NO. 12:

Produce all documents and data that you believe prove or tend to prove that any successor or assignee of yours will permanently store and sequester all carbon oxide transported on your pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request for “all documents and data” as overly broad, unduly burdensome, and disproportionate to the needs of this proceeding.

REQUEST NO. 13:

Provide all workpapers and underlying assumptions used to determine that Summit's proposed project will have the capacity to capture, transport, and store 18 million metric tons of CO₂ per year.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request for “all documents and data” as overly broad and unduly burdensome. Subject to and notwithstanding the objections, Summit states that it completed internal pipeline hydraulic modeling, utilizing industry recognized software, to locate and design pump stations to meet a flowrate of 18 Million Metric Tonnes Per Annum (“MMTPA”) on the 24-inch diameter mainline. In addition, Summit contracted a third-party engineering firm to complete their own hydraulic modeling that validated a capacity of 18 MMTPA.

REQUEST NO. 14:

Produce true and accurate electronic copies of all emails, electronic communications, data, and documents of any kind, exchanged between any Summit employee or agent, including any legal counsel or employees or agents of any law firm, between or with, or sent to, or received from, any non-Summit employee who has previously testified or offered pre-filed testimony in this matter and for those you anticipate will testify in the future either live or by written testimony.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request for “all emails, electronic communications, data, and documents of any kind” as overly broad, unduly burdensome, and disproportionate to the needs of this proceeding. Summit further objects to this request to the extent it seeks communications with the Intervenors, who have equal access to such communications.

REQUEST NO. 15:

Produce true and accurate electronic copies of all emails, electronic communications, data, and documents of any kind, exchanged between any Summit employee or agent, including

any legal counsel or employees or agents of any law firm, between or with, or sent to, or received from, any third-party who prepared any reports or studies or similar related in any way to plume modeling, CO2 air dispersion, risk modeling, or risk analysis.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request for “all emails, electronic communications, data, and documents of any kind” as overly broad, unduly burdensome, and disproportionate to the needs of this proceeding. Summit further objects to the extent this request seeks information and/or documents which are entitled to protection pursuant to the Commission’s August 4, 2023 Order on Protection of Information.

REQUEST NO. 16:

Produce a true and accurate copy of any and all correspondence and communications between you and any of your agents and employees and any agent or employee of any CO2 emitter located in North Dakota, such as Ethanol Plants. This includes any and all correspondence between your lawyers to and from any such entity or its agents and or employees.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request as overly broad, unduly burdensome, and disproportionate to the needs of this proceeding. See also response to Request No. 1., above.

REQUEST NO. 17:

Produce a true and accurate copy of any Insurance Polic(ies) held by you or any of your related entities that may in any way provide coverage for any damages to person or property that could occur by your desired surveys, examinations, and any damage or injury related to the

construction, maintenance, and operation of your proposed hazardous pipeline that you believe would provide liability coverage for any claims or losses made by or incurred by any North Dakota landowner owning land targeted for your proposed hazardous pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that attached are copies of the following responsive documents:

- (1) Pollution Insurance Policy
- (2) Auto Insurance Policy
- (3) Umbrella Insurance Policy
- (4) Commercial General Liability Insurance Policy
- (5) Control of Well Insurance Policy

REQUEST NO. 18:

Produce the most current color aerial map or documentation showing your proposed route and all easements for each of the following persons or landowners, all who are clients of the undersigned lawyers.

(Note, the map produced can be the version you typically send with Easement offers so long as it represents your most current proposed hazardous pipeline route across the land in question, often described by you as Exhibit “B” Preliminary Route.)

- a. *Scott & Mary Jo Irmen*
- b. *Paul & Debra Andahl*
- c. *Howard Malloy Trust*
- d. *APH Farms*
- e. *James, Jess, and Gary Tiegs*
- f. *Carol Lee & William Carruth*
- g. *Gary & Linda Visto*
- h. *James Rockstad*

- i. *Staroba Revocable Living Trust*
- j. *Mary Kuehn*
- k. *Diane Zajac*
- l. *Lugert Land Limited Partnership*
- m. *Shirley Waloch*
- n. *Randall & Karla Waloch*
- o. *Valera Hayen & Kari Curran*
- p. *Leon Mallberg*
- q. *Kertzman Farm Trust*
- r. *JOCO Farms, LLP*

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Requests because Intervenors have access to the information sought. Subject to and notwithstanding the objections, Summit states that it has produced aerial maps (*see* Mapbook provided at Docket No. 435) and counsel for Intervenors should have access to the easements signed by, or proposed to, each of their respective clients.

RESPONSE TO REQUESTS FOR ADMISSION

REQUEST NO. 1:

Admit you or an affiliated entity will own the CO2 molecules proposed to be transported from the Tharaldson Ethanol Plant on your proposed hazardous pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit admits.

REQUEST NO. 1: [sic]

Admit you or an affiliated entity will own the CO2 molecules proposed to be transported from the Iowa Ethanol Plants on your proposed hazardous pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit admits with respect to certain of the Iowa Ethanol Plants and denies with respect to others.

REQUEST NO. 2:

Admit you or an affiliated entity will own the CO₂ molecules proposed to be transported from the South Dakota Ethanol Plants on your proposed hazardous pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit admits with respect to certain of the South Dakota Ethanol Plants and denies with respect to others.

REQUEST NO. 3:

Admit you or an affiliated entity will own the CO₂ molecules proposed to be transported from the Nebraska Ethanol Plants on your proposed hazardous pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit admits with respect to certain of the Nebraska Ethanol Plants and denies with respect to others.

REQUEST NO. 4:

Admit that you take title to CO₂ proposed to be transported on your proposed hazardous pipeline at the “title transfer point” which is the intersection of the ethanol plant and your carbon capture equipment.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit admits with respect to some of the ethanol plants and denies with respect to others.

REQUEST NO. 5:

Admit that you or your affiliate will own the carbon capture equipment proposed to be utilized by you or your affiliate at the Tharaldson Ethanol Plant.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit admits.

REQUEST NO. 6:

Admit that you or your affiliate will own your proposed pipeline.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit admits.

REQUEST NO. 7:

Admit PHMSA does not require your Plume Models, dispersion analysis, risk assessment or analysis, or similar be confidential.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this Request as irrelevant to the subject matter at issue. Whether a federal agency does or does not require Summit's plume models, dispersion analyses, risk assessments or analyses be "deemed confidential" has no bearing on Summit's treatment of these materials because the PSC has already granted a protective order over these materials, finding that such information

constitutes a “security system plan for critical infrastructure”, and that the disclosure of such information “could provide information on where damaging or vandalizing the pipeline by a bad actor would have a debilitating impact on security and state public health and safety.” PSC-22-391, Order on Protection of Information, Aug. 4, 2023 at ¶¶ 7, 12.

Moreover, Summit objects to this Request as being vague and ambiguous, and seeking legal conclusions that are not subject to discovery. This Request does not define the meaning of “confidential,” nor does it specify what is meant by the statement that the listed materials “be deemed confidential” or whether its reference to a requirement of confidentiality is intended to apply to a federal agency itself, Summit, or other entities.

Subject to and without waiving the foregoing objections, Summit denies this Request. The United States Department of Transportation (“DOT”) has established regulations that specify how it and its constituent operating administrations (including PHMSA) are to respond to a request for information from the public, including whether or not the requested material is exempt from disclosure under the Freedom of Information Act (“FOIA”). Under these regulations, PHMSA, a federal agency, is required to withhold from disclosure to the public certain information that is exempted from disclosure under FOIA. *See* 49 C.F.R. § 7.23(c), (d). Summit believes that the plume modeling, dispersion analysis, and risk analyses and assessment it has conducted are exempted from disclosure under FOIA, namely as constituting confidential commercial information and information compiled for law enforcement purposes that, if disclosed, could reasonably be expected to endanger the life or physical safety of an individual, and are within the scope of information that PHMSA is required to withhold from public disclosure pursuant to the above regulation.

In addition, the Transportation Security Administration (“TSA”), a federal agency within the US Department of Homeland Security, has established regulations at 49 C.F.R. Part 1520 that provide for the protection of Sensitive Security Information (“SSI”) from disclosure or availability to the public. Under these regulations, covered persons, including an operator who possesses SSI, are prohibited from disclosing or otherwise providing access to SSI except for limited other covered persons with a need to know, unless otherwise authorized by the TSA, the Coast Guard, or the DOT. 49 C.F.R. § 1520.9(a)(2). Moreover, if a covered person receives a request for SSI from a non-covered person, they are required to refer that request to the TSA or the applicable agency within DOT, which in this case would be PHMSA. 49 C.F.R. § 1520.9(a)(3). Summit’s plume modeling, dispersion analysis, and risk analyses and assessment may qualify as SSI, rendering them as subject to the limitations on disclosure as provided in 49 C.F.R. Part 1520, and empowering federal agencies, including the TSA and PHMSA, to potentially restrict disclosure of these materials.

REQUEST NO. 8:

Admit no federal agency requires your Plume Models, dispersion analysis, risk assessment or analysis, or similar be deemed confidential.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit objects to this Request as irrelevant to the subject matter at issue. Whether a federal agency does or does not require Summit’s plume models, dispersion analyses, risk assessments or analyses be “deemed confidential” has no bearing on Summit’s treatment of these materials because the PSC has already granted a protective order over these materials, finding that such information constitutes a “security system plan for critical infrastructure”, and that the disclosure of such information “could

provide information on where damaging or vandalizing the pipeline by a bad actor would have a debilitating impact on security and state public health and safety.” PSC-22-391, Order on Protection of Information, Aug. 4, 2023 at ¶¶ 7, 12.

Moreover, Summit objects to this Request as being vague and ambiguous, and seeking legal conclusions that are not subject to discovery. This Request does not define the meaning of “confidential,” nor does it specify what is meant by the statement that the listed materials “be deemed confidential” or whether its reference to a requirement of confidentiality is intended to apply to a federal agency itself, Summit, or other entities.

Subject to and without waiving the foregoing objections, Summit denies this Request. The DOT has established regulations that specify how it and its constituent operating administrations (including PHMSA) are to respond to a request for information from the public, including whether or not the requested material is exempt from disclosure under FOIA. Under these regulations, PHMSA, a federal agency, is required to withhold from disclosure to the public certain information that is exempted from disclosure under FOIA. *See* 49 C.F.R. § 7.23(c), (d). Summit believes that the plume modeling, dispersion analysis, and risk analyses and assessment it has conducted are exempted from disclosure under FOIA, namely as constituting confidential commercial information and information compiled for law enforcement purposes that, if disclosed, could reasonably be expected to endanger the life or physical safety of an individual, and are within the scope of information that PHMSA is required to withhold from public disclosure pursuant to the above regulation.

In addition, the TSA, a federal agency within the US Department of Homeland Security, has established regulations at 49 C.F.R. Part 1520 that provide for the protection of SSI from disclosure or availability to the public. Under these regulations, covered persons, including an

operator who possesses SSI, are prohibited from disclosing or otherwise providing access to SSI except for limited other covered persons with a need to know, unless otherwise authorized by the TSA, the Coast Guard, or the DOT. 49 C.F.R. § 1520.9(a)(2). Moreover, if a covered person receives a request for SSI from a non-covered person, they are required to refer that request to the TSA or the applicable agency within DOT, which in this case would be PHMSA. 49 C.F.R. § 1520.9(a)(3). Summit's plume modeling, dispersion analysis, and risk analyses and assessment may qualify as SSI, rendering them as subject to the limitations on disclosure as provided in 49 C.F.R. Part 1520, and empowering federal agencies, including the TSA and PHMSA, to potentially restrict disclosure of these materials.

REQUEST NO. 9:

Admit your former competitor, Navigator Heartland Greenway, made publicly available in the South Dakota PUC proceedings a copy of its plume modeling and/or risk analysis.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit is aware that Navigator Heartland Greenway produced maps which appear to depict dispersion modeling on an 8-inch pipeline. Summit is not aware of any associated report or analysis that speaks to the specifics of how the modeling was completed or the assumptions utilized.

REQUEST NO. 10:

Admit that in your Iowa Utility Board proceedings in 2023, you or your affiliate were ordered to produce to parties a copy of your "Iowa Dispersion Buffers" data, IDB Exhibit LO 583.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent that dispersion information related to the route in Iowa is not

relevant to this proceeding. Subject to and notwithstanding the objections, Summit admits that Summit Carbon Solutions, LLC was ordered by the Iowa Utilities Board (“IUB”) via written order dated September 5, 2023 (“Order”) to produce in discovery “dispersion modeling results” but only under the category of “Highly Confidential – Attorneys’ Eyes Only” pursuant to the Protective Order entered in that proceeding to the parties who had executed the Protective Order entered in that proceeding. Summit further admits that one portion of the dispersion modeling results, a document titled “Iowa Dispersion Buffers Index and Disclaimer Midwest Carbon Express” representing an analysis of CO2 dispersion along the Iowa route in worst-case conditions, was uploaded by a subset of the “Jorde Landowners” (as the collective parties represented by Mr. Jorde were known in the IUB proceeding) in confidential form to the IUB’s electronic filing system with the identifier “Landowners Hearing Exhibit 583.” In all other respects Summit denies the statement in this Request.

REQUEST NO. 11:

Admit that your “Iowa Dispersion Buffers” data, IDB Exhibit LO 583, was offered and received into evidence during the Iowa Utility Board proceedings on your Iowa application.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent that dispersion information related to the route in Iowa is not relevant to this proceeding. Subject to and notwithstanding the objections, Summit admits that Summit Carbon Solutions, LLC was ordered by the Iowa Utilities Board (“IUB”) via written order dated September 5, 2023 (“Order”) to produce in discovery “dispersion modeling results” but only under the category of “Highly Confidential – Attorneys’ Eyes Only” pursuant to the Protective Order entered in that proceeding to the parties who had executed the Protective Order entered in

that proceeding. Summit further admits that one portion of the dispersion modeling results, a document titled “Iowa Dispersion Buffers Index and Disclaimer Midwest Carbon Express” representing an analysis of CO2 dispersion along the Iowa route in worst-case conditions, was uploaded by a subset of the “Jorde Landowners” (as the collective parties represented by Mr. Jorde were known in the IUB proceeding) in confidential form to the IUB’s electronic filing system with the identifier “Landowners Hearing Exhibit 583.” In all other respects Summit denies the statement in this Request.

REQUEST NO. 12:

Admit that in your Iowa Utility Board proceedings in 2023, you or your affiliate were ordered to produce to parties a copy of your “Dispersion Analysis Summit Carbon Solutions CO2 Pipeline System” data, IDB Exhibit LO 562.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent that dispersion information related to the route in Iowa is not relevant to this proceeding. Subject to and notwithstanding the objections, Summit admits that Summit Carbon Solutions, LLC was ordered by the Iowa Utilities Board (“IUB”) via written order dated September 5, 2023 (“Order”) to produce in discovery “dispersion modeling results” but only under the category of “Highly Confidential – Attorneys’ Eyes Only” pursuant to the Protective Order entered in that proceeding to the parties who had executed the Protective Order entered in that proceeding. Summit further admits that one portion of the dispersion modeling results, a document titled “Iowa Dispersion Buffers Index and Disclaimer Midwest Carbon Express” representing an analysis of CO2 dispersion along the Iowa route in worst-case conditions, was uploaded by a subset of the “Jorde Landowners” (as the collective parties represented by Mr. Jorde

were known in the IUB proceeding) in confidential form to the IUB’s electronic filing system with the identifier “Landowners Hearing Exhibit 583.” In all other respects Summit denies the statement in this Request.

REQUEST NO. 13:

Admit that your “Dispersion Analysis Summit Carbon Solutions CO2 Pipeline System” data, IDB Exhibit LO 562, was offered and received into evidence during the Iowa Utility Board proceedings on your Iowa application.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Summit further objects to this request to the extent that dispersion information related to the route in Iowa is not relevant to this proceeding. Subject to and notwithstanding the objections, Summit admits that Summit Carbon Solutions, LLC was ordered by the Iowa Utilities Board (“IUB”) via written order dated September 5, 2023 (“Order”) to produce in discovery “dispersion modeling results” but only under the category of “Highly Confidential – Attorneys’ Eyes Only” pursuant to the Protective Order entered in that proceeding to the parties who had executed the Protective Order entered in that proceeding. Summit further admits that one portion of the dispersion modeling results, a document titled “Iowa Dispersion Buffers Index and Disclaimer Midwest Carbon Express” representing an analysis of CO2 dispersion along the Iowa route in worst-case conditions, was uploaded by a subset of the “Jorde Landowners” (as the collective parties represented by Mr. Jorde were known in the IUB proceeding) in confidential form to the IUB’s electronic filing system with the identifier “Landowners Hearing Exhibit 583.” In all other respects Summit denies the statement in this Request.

REQUEST NO. 14:

Admit that a rupture from an 8-inch diameter CO2 pipeline, as you intend to construct in North Dakota, could produce CO2 at 40,000 ppm concentration levels at least as far as 1,855 feet from the rupture site.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Request because the information sought by the requested admission relates to Summit's dispersion modeling which is protected information pursuant to the Commission's August 4, 2023 Order (Docket No. 364).

REQUEST NO. 15:

Admit that a 24-inch diameter pipeline can transport 15 times as much CO2 by volume than an 8-inch diameter pipeline of similar length.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Without waiving the foregoing objections, Summit denies this request because there are too many variables not specified in the request for Summit to admit.

REQUEST NO. 16:

Admit that a rupture from a 24-inch diameter CO2 pipeline, as you intend to construct in North Dakota, could produce CO2 at 40,000 ppm concentration levels at least as far as 3,800 feet from the rupture site.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Request because the information sought by the requested

admission relates to Summit's dispersion modeling which is protected information pursuant to the Commission's August 4, 2023 Order (Docket No. 364).

REQUEST NO. 17:

Admit that a rupture from a 24-inch diameter CO2 pipeline, as you intend to construct in North Dakota, could produce CO2 at 40,000 ppm concentration levels at least as far as 4,500 feet from the rupture site.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Specifically, Summit objects to the Discovery Request because the information sought by the requested admission relates to Summit's dispersion modeling which is protected information pursuant to the Commission's August 4, 2023 Order (Docket No. 364).

REQUEST NO. 18:

Admit that if an Ethanol Plant were to process only corn produced from farms utilizing a winter cover crop, it could reduce its CI Score between an average of 20.4 to 39.1 points.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that it can neither admit nor deny the CI Score range referenced. The Argonne National Laboratory GREET model utilizes the Feedstock CI Calculator (FD-CIC) to calculate dynamic feedstock CI values. This model is based on county level averages and only includes four counties from North Dakota (Burleigh, Emmons, McLean, and Morton). Additionally, the results for cover crop impacts require other farm specific assumptions including the energy used to plant cover crops, cover crop herbicide applications, and cover crop yield, as well as base assumptions on the farm operations, for example corn yield and nitrogen rates.

Utilizing the 2023 FD-CIC, the average CI reduction for the use of cover crops across the four available North Dakota counties, utilizing default values for the farm specific assumptions, is 6.5 points. Additionally, it should be noted that CI reductions from farm level activities would be additional to carbon capture and storage and are not a mutually exclusive decision.

REQUEST NO. 19:

Admit that if an Ethanol Plant were to process only corn produced from farms utilizing manure application, it could reduce its CI Score between average of 5.5 to 28.0 points.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that it can neither admit nor deny the CI Score range referenced. The Argonne National Laboratory GREET model utilizes the Feedstock CI Calculator (FD-CIC) to calculate dynamic feedstock CI values. This model is based on county level averages and only includes four counties from North Dakota (Burleigh, Emmons, McLean, and Morton). Additionally, the results for manure application impacts require other farm specific assumptions including the type of manure (swine, dairy cow, beef cattle, and/or chicken), energy from manure application, manure transportation distance and manure transportation energy, as well as base assumptions on the farm operations, for example corn yield and nitrogen rates. Utilizing the 2023 FD-CIC, the average CI decrease for the use of manure across the four available North Dakota counties, utilizing default values for the farm specific assumptions, is 1.5 points. Additionally, it should be noted that CI reductions from farm level activities would be additional to carbon capture and storage and are not a mutually exclusive decision.

REQUEST NO. 20:

Admit that if an Ethanol Plant were to process only corn produced from farms implementing no-till practices, it could reduce its CI Score between an average of 3.4 to 6.5 points.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that it can neither admit nor deny the CI Score range referenced. The Argonne National Laboratory GREET model utilizes the Feedstock CI Calculator (FD-CIC) to calculate dynamic feedstock CI values. This model is based on county level averages and only includes four counties from North Dakota (Burleigh, Emmons, McLean, and Morton). Additionally, the results require base assumptions on the farm operations, for example corn yield and nitrogen rates. Utilizing the 2023 FD-CIC, the average CI decrease for the use of no-till practices across the four available North Dakota counties, utilizing default values for the farm specific assumptions, is 3.7 points. Additionally, it should be noted that CI reductions from farm level activities would be additional to carbon capture and storage and are not a mutually exclusive decision.

REQUEST NO. 21:

Admit that if an Ethanol Plant were to utilize renewable natural gas (RNG) for 40% of the plant's natural gas needs, it could reduce its CI Score by on average 21 points.

RESPONSE:

Summit incorporates by reference its Global Objections set forth above. Subject to and notwithstanding the objections, Summit states that it can neither admit nor deny the CI Score referenced. But according to the Renewable Fuel Association commissioned study completed by Informed Sustainability Consulting, LLC in February of 2022, the CI reduction benefit from switching from natural gas to bio-methane from manure would be 13.6 points. The link to the

study can be found at: , with the relevant commentary in section 2.4.1.3 (page 12) and relevant value in table 10 (page 24). Additionally, it should be noted that CI reductions from bio-gas switching would be additional to carbon capture and storage and are not a mutually exclusive decision.

Dated this 11th day of April, 2024.

FREDRIKSON & BYRON, P.A.

By: /s/ Lawrence Bender
LAWRENCE BENDER, ND Bar #03908
304 East Front Avenue, Suite 400
Bismarck, ND 58504
(701) 221-8700
lbender@fredlaw.com

Attorneys for SCS Carbon Transport LLC

#82171096v1



Hamilton Managing General Agency Americas LLC
135 W 41st Street - 5th Flr
New York, NY 10036
On Behalf of Hamilton Syndicate 4000 at Lloyds
UMR# B6081UB005271K

ENVIRONMENTAL COMMON POLICY DECLARATIONS

THE COVERAGE PROVIDED BY ONE OR MORE COVERAGE FORMS OR INSURING AGREEMENTS INCLUDED IN THIS POLICY MAY BE WRITTEN AS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST YOU AND REPORTED TO US DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE.

Policy Number: ENVCP4254035-01

Renewal Of Policy: ENVCP4254035

Named Insured and Mailing Address: Summit Carbon Solutions, LLC
1805 Collaboration Place
Suite 1200
Ames, IA
50010

Policy Period: From July 21, 2023 to July 21, 2024 beginning and ending at 12:01 AM Standard Time at your mailing address shown above.

Form of Business: Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH you TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Coverage is provided for the following only if indicated with an "X" below:				
		Claims-Made	Occurrence	Premium
	Commercial General Liability			
X	Contractor's Pollution Liability		X	
	Products-Completed Operations Liability (Monoline)			
	Professional Liability			
	Environmental Impairment Liability			
	Terrorism Risk Insurance Act (TRIA):			
		Advance And Deposit Premium:		
	Other Charge (Specify):			
	Other Charge (Specify):			
GRAND TOTAL (Including all charges and fees):				

Combined General Aggregate Limit Of Insurance:**\$5,000,000**

The amount shown above is the most we will pay under all coverage parts attached to this policy

Audit Period (Indicated by an "X" below):

☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Other ☒ Flat**Endorsements**

Forms and Endorsements applying to this Coverage Form and made part of this policy at time of issue:

SEE FORMS SCHEDULE ENV.SC 0001 ATTACHED

Producer Number, Name and Mailing Address

Agent Code: N/A

Agent Name: Brian Lu
CAC Specialty, (Cobbs Allen Capital)

Address: 115 Office PArk Drive Ste 200

Agent City &
State: Birmingham, AL

Agent Zip Code: 35223

Securities: HAM4000 100.00%**These Declarations, together with the Common Policy Conditions, Supplemental Declaration(s), Coverage Form(s), and any Endorsements(s) complete the above numbered policy.**Pepe Marquez
President, Hamilton Americas

01 August 2023

Countersignature Date



Hamilton Managing General Agency Americas LLC
135 W 41st Street - 5th Flr
New York, NY 10036
On Behalf of Hamilton Syndicate 4000 at Lloyds
UMR# B6081UB005271K

**CONTRACTOR'S POLLUTION LIABILITY
SUPPLEMENTAL DECLARATIONS**

Limits of Insurance and Self-Insured Retention or Deductible	
Coverage Form Aggregate Limit	US Dollar
A.1. Each Contractor's Pollution Condition Limit	\$5,000,000
A.2. Each Transportation Pollution Condition Limit	Not Purchased
A.3. Each Non-Owned Disposal Site Pollution Condition Limit	Not Purchased
A.4. Each Mitigation Expenses Pollution Condition Limit	Not Purchased
A.5. Each Reputational Damage and Emergency Response Limit	\$50,000
<u> X </u> SELF-INSURED RETENTION <u> </u> DEDUCTIBLE Each Pollution Condition	<u>\$10,000</u>
Retroactive Date (If applicable)	
Retroactive Date (Claims-Made And Reported Coverage Only) <u> N/A </u> This insurance does not apply to injury or damages that occurs before the Retroactive Date shown above.	
Securities: HAM4000 100.00%	
Endorsements	
Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue. SEE FORMS SCHEDULE ENV.SC 1001	



Chubb Group of Insurance Companies
202B Hall's Mill Road, Whitehouse Station, NJ 08889

FEDERAL INSURANCE COMPANY

Incorporated under the laws of Indiana

POLICY NUMBER: (23) 7362-30-69

COMMERCIAL AUTO

BUSINESS AUTO DECLARATIONS

ITEM ONE

PRODUCER:

COBBS ALLEN CAPITAL LLC

NAMED INSURED: SUMMIT CARBON SOLUTIONS, LLC

MAILING ADDRESS: 2321 N LOOP DRIVE, SUITE #221
AMES, IA 50010

POLICY PERIOD: From 07-21-2023 to 07-21-2024 at 12:01 A.M. Standard Time at your
mailing address shown above

PREVIOUS POLICY NUMBER: (22) 7362-30-69

FORM OF BUSINESS:

☐

CORPORATION

☒

LIMITED LIABILITY COMPANY

☐

INDIVIDUAL

☐

PARTNERSHIP

☐

OTHER

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)

ANNUALLY

SEMI-ANNUALLY

QUARTERLY

MONTHLY

ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED

(Date)

BY

(Authorized Representative)

Policy Number: (23)7362-30-69

These declarations Pages with Policy Provisions and Endorsement(s) Complete above numbered policy.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized Representative of the company.

Federal Insurance Company



President



Secretary



Authorized Representative

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
COVERED AUTOS LIABILITY	8, 9	\$1,000,000	
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	
AUTO MEDICAL PAYMENTS		EACH INSURED	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS			
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)			
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE SCHEDULE DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE SCHEDULE DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.	
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.	
TAX/ SURCHARGE / FEE			
PREMIUM FOR ENDORSEMENTS			
*ESTIMATED TOTAL PREMIUM			

*This policy may be subject to final audit.

Declarations

Named Insured and Mailing Address

SUMMIT CARBON SOLUTIONS, LLC
2321 N LOOP DRIVE, SUITE #221
AMES, IA 50010

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 5671-64-15

Issued by the stock insurance company
indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Incorporated under the laws of INDIANA

Producer No. Z13026 / 0042468

Producer COBBS ALLEN CAPITAL LLC
2121 SAGE RD STE 145
HOUSTON, TX 77056-4326

Policy Period

From: JULY 21, 2023 To: JULY 21, 2024
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium

Limits Of Insurance

Excess Coverage Other Aggregate Limit (as applicable)	\$10,000,000
Umbrella Coverages Aggregate Limit	\$10,000,000
Products Completed Operations Aggregate Limit	\$10,000,000
Advertising Injury and Personal Injury Aggregate Limit	\$10,000,000
Each Occurrence Limit	\$10,000,000


Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY



Secretary



President

Authorized Representative

Date August 10, 2023



Chubb. Insured.™



**Energy Industries
General Liability Insurance**

**Declarations
Coverage Summary**

Named Insured and Mailing Address

SUMMIT CARBON SOLUTIONS, LLC
2321 N LOOP DRIVE, SUITE #221
AMES, IA 50010

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3606-91-91 DAL

Effective Date JULY 21, 2023

*Issued by the stock insurance company
indicated below, herein called the company.*

**FEDERAL INSURANCE
COMPANY**

Producer No. 0040589-99999

Producer COBBS ALLEN CAPITAL LLC
115 OFFICE PARK DR #200
BIRMINGHAM, AL 35223-0000

*Incorporated under the laws of
INDIANA*

Policy Period

From: JULY 21, 2023 **To:** JULY 21, 2024
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance is shown. Audit period is annual unless otherwise indicated.

Coverage Summary

Limit Of Insurance

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000

EMPLOYEE BENEFITS ERRORS OR OMISSIONS

AGGREGATE LIMIT	\$ 1,000,000
-----------------	--------------

Coverage Summary
(continued)

EACH CLAIM LIMIT \$ 1,000,000

DEDUCTIBLE - EACH CLAIM \$ 1,000

RETROACTIVE DATE JULY 21, 2021

Chubb. Insured.SM

RISK DETAILS

**UNIQUE MARKET
REFERENCE:**

B0702GU319660r

**ATTACHING TO
LINESLIP REFERENCE:**

Ed Broking 2023 Energy Quarter Cover (UMR: B0702GU315590r).

TYPE:

Operators Extra Expense Insurance

NAME OF INSURED:

Summit Carbon Solutions, LLC (hereinafter the "Named Insured") and as per wording.

Named Insured's Address:

1805 Collaboration
PL #1200
Ames
IA 50010

**PERIOD
OF INSURANCE:**

From 21st July 2023 to 21st July 2024
Both dates at 12.01 a.m. Local Standard Time at the Named Insured's Address stated above.

INTEREST:

Cost of Control, Redrilling, Extra Expense and Pollution and Clean-up.

**LIMITS
(FOR 100% UNLESS
OTHERWISE STATED):**

USD 20,000,000 any one accident or occurrence, Combined Single Limit.

USD 2,000,000 any one accident or occurrence, Separate Additional Limit, in respect of Care, Custody and Control Endorsement.

USD 500,000 any one accident or occurrence, Separate Additional Limit, in respect of Materials and Supplies Endorsement.

**EXCESSES
(FOR 100% UNLESS
OTHERWISE STATED):**


USD 200,000 any one accident or occurrence, Combined Single Excess in respect of Drilling and/or Workover wells.

USD 150,000 any one accident or occurrence, Combined Single Excess in respect of all other wells.

USD 100,000 any one accident or occurrence, Separate Additional Excess in respect of Care, Custody and Control Endorsement.

USD 100,000 any one accident or occurrence, Separate Additional Excess in respect of Materials and Supplies Endorsement.

DocumentID: EDBROKING\21225303.1


1st Signature


2nd Signature

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**SCS Carbon Transport LLC
Midwest Carbon Express CO2 Project
Sitting Application**

CASE NO. PU-22-391

CERTIFICATE OF SERVICE

I, the undersigned, being of legal age, hereby certify that a true and correct copy of the following:

1. Letter to S. Kahl forwarding documents for filing;
2. Response of SCS Carbon Transport LLC to the Interrogatories (Set 2) from Intervenor Represented by Knoll Leibel LLP and Jorde/Domina Law Group; and
3. Response of SCS Carbon Transport LLC to the Interrogatories, Request for Admissions, and Request for Production (Set 3) from Intervenor Represented by Knoll Leibel LLP and Jorde/Domina Law Group.

were, on April 11, 2024, filed with the North Dakota Public Service Commission and served electronically to the following:

Hope L. Hogan
hlhogan@nd.gov

John Schuh
jschuh@nd.gov

Zachary Pelham
zep@pearce-durick.com

Randall J. Bakke
rbakke@bgwattorneys.com

Bradley N. Wiederholt
bwiederholt@bgwattorneys.com

Steven Leibel
steve@bismarck-attorneys.com

David Knoll
david@bismarck-attorneys.com

Brian E. Jorde
bjorde@dominalaw.com

Kevin Pranis
kpranis@liunagroc.com

Derrick Braaten
derrick@braatenlawfirm.com

Julie Lawyer
bc08@nd.gov

Patrick Zomer
Pat.Zomer@lawmoss.com

Dated this 11th day of April, 2024.

FREDRIKSON & BYRON, P.A.

By: /s/ Lawrence Bender
LAWRENCE BENDER, ND Bar #03908
304 East Front Avenue, Suite 400
Bismarck, ND 58504
(701) 221-8700
lbender@fredlaw.com

#82172665v1